11008

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 11008

POSTAL

Express Mail Service

Agreement, With Details of
Implementation, Between the
UNITED STATES OF AMERICA
and VENEZUELA

Signed at Washington and Caracas
August 10 and 15, 1984

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VENEZUELA

Postal: Express Mail Service

Agreement, with details of implementation, signed at Washington and Caracas August 10 and 15, 1984;
Entered into force December 1, 1984.

INTERNATIONAL EXPRESS MAIL/

CORREO ACELERADO INTERNACIONAL

AGREEMENT

BETWEEN

THE POSTAL ADMINISTRATION OF VENEZUELA

AND

THE UNITED STATES POSTAL SERVICE

Preamble

In accordance with the provisions of Article 6 of the Universal Postal Convention,[1] the postal administrations of Venezuela and of the United States agree to establish International Express Mail Service (IEMS)/Correo Acelerado Internacional (CAI) on a reciprocal basis.

Article 1 Purpose of the Agreement

This Agreement shall govern the reciprocal exchange of International Express Mail/Correo Acelerado Internacional items between Venezuela and the United States of America.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

a) IEMS/CAI Service: the service governed by this Agreement;

b) Correo Acelerado Internacional: name by which the service is known in Venezuela;

c) International Express Mail: name by which the IEMS/CAI service is known in the United States of America;

d) Convention: the Universal Postal Convention approved by the Universal Postal Congress and adopted by the parties to this Agreement, and including its Detailed Regulations;

[1] Done at Rio de Japeiro Oct. 26, 1979. TIAS 9972; 32 UST 4587.

e) Scheduled Service: an IEMS/CAI service option which allows a sender, by means of a contractual arrangement, to mail items on a pre-established schedule to designated addressees;

f) On Demand Service: an IEMS/CAI service option which allows a sender to mail IEMS/CAI items on a contractual or non-contractual basis, to an addressee without a pre-established schedule to those cities designated as participants in this service.

Article 3 Scheduled Service

1. Each administration shall offer scheduled or regular service on a contractual basis to customers who agree to use the service according to a pre-established schedule to send items to a previously designated addressee.

2. Each administration shall provide the other administration with a list of locations to which IEMS/CAI service is available and the schedule of approximate delivery times for each location, based upon the arrival schedule of the flights.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least fifteen (15) days prior to commencing service pursuant to such contract:

a) The number of the customer contract, which shall be indicated on each item sent;

b) the names and addresses of the sender and addressee;

c) the days of the week on which items shall be sent; and if applicable the number of items to be sent in each mailing;

d) the routing conditions of the dispatch that contains the items;

e) the day and time delivery is requested;

f) the scheduled date of the first mailing; and

g) the exchange office which shall handle the items.

4. The administration of destination shall be informed by means of a similar notification, of any changes in the above information or of a suspension of a contract.

Article 4 On-Demand Service

1. Each administration shall offer on-demand service which allows customers to send IEMS/CAI items on a non-scheduled basis. Each administration shall designate the locations to which on-demand service is available and shall provide a list of these locations to the other administration.

2. Each administration shall provide the other with the approximate delivery times to each location to which on-demand service is available, based upon the time schedules of flights used to carry on-demand items.

3. Each administration shall inform the other of all identification marks or numbers which it uses for on-demand items.

4. The administration of origin shall not be required to advise the administration of destination of the sending of an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Indication of Postage

The payment of postage shall be indicated according to the method adopted by the administration of origin.

Article 7 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on items it delivers and a charge for the collection of customs fees.

Article 8 Prohibitions

1. The prohibitions provided for in the Convention as well as the importation or transit restrictions indicated by each administration in the List of Prohibited Articles published by the International Bureau of the Universal Postal Union shall be applicable to IEMS/CAI items.

2. In addition, the following items shall be prohibited in the service: money, bearer securities, processed platinum, gold and silver, precious stones, jewels and other objects of value.

Article 9 Admissible Items and Customs Clearance

1. Each administration shall provide the other with the necessary information concerning customs clearance or other regulations, as well as the particular prohibitions or restrictions governing entry of postal items in its service.

2. Each administration shall take the necessary measures to effect customs clearance and delivery of items in the shortest time possible.

Article 10 Limits of Weight and Size

An IEMS/CAI item :

1. shall not exceed 20 kilograms in weight;

2. shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and

3. shall not measure less than 90 x 140 millimeters with a tolerance of 2 millimeters.

Article 11 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 10, it shall be returned to the administration of origin, as an IEMS/CAI item, if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restrictions or prohibitions which required such treatment.

Article 12 Undeliverable Items; Return to Origin.

1. If after every reasonable effort, the administration of destination is unable to effect delivery of an IEMS/CAI item, the item shall be held at the disposal of the addressee for the period of retention provided by its internal regulations. In this circumstance, the administration of origin shall be informed in order to notify the sender.

2. An item refused by the addressee or an undeliverable item shall be returned without additional charges to the administration of origin through the IEMS/CAI service.

Article 13 Redirection of Items or Bags Arriving Out of Course

Every item or bag arriving out of course shall be redirected, without additional charges, to its proper destination by the most direct route used by the administration which has received the item or bag.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to IEMS/CAI items.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. In principle, requests for confirmation of delivery shall not be admitted.

Article 15 Co pensation for Traffic Imbalances

1. The administration which has received a larger quantity of IEMS/CAI items than it has sent, shall have the right to collect from the other administration, as compensation for handling and delivery costs, an imbalance charge for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of its services, and shall communicate it to the other before the entry into force of this Agreement.

3. The administrations may modify the imbalance charge when it is considered necessary due to an increase in the costs of its services.

4. To be applicable, any such modification of the imbalance charge must:

a) be communicated to the other administration at least three (3) months in advance of its application; and,

b) remain in force for at least one year.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of IEMS/CAI items within its country shall be entitled to reimbursement of the costs of such transportation on the basis of the provisions established in the Convention.

Article 17 Items and Dispatches in Transit

1. The administrations may agree to provide onward air conveyance service for IEMS/CAI items and dispatches to or from any administration with which it offers this service.

2. For each item or dispatch forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates established in the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the charges and fees established in this Agreement.

Article 19 Liability of Administrations

1. Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of IEMS/CAI items.

2. The administration of origin shall be responsible for making indemnity payments only to its senders.

3. Neither administration has the right to claim any indemnity from the other administration.

Article 20 Temporary Suspension and Resumption of Service

1. If exceptional circumstances justify it, each administration may temporarily suspend the service.

2. The other administration should be immediately notified either by telegram, telex or telephone of the suspension of service and subsequently the date of its resumption.

Article 21 Application of the Convention

The UPU Convention and its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Details of Implementation.

Article 22 Amendments

This Agreement and its Details of Implementation may be amended by mutual consent by means of an exchange of correspondence to which the text of the amended articles shall be attached.

Article 23 Details of Implementation

Details of Implementation accompany this Agreement for the purpose of implementing its provisions.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the two administrations.[1]

2. This Agreement may be terminated by mutual consent or shall terminate six months after notice of abrogation is given by either administration.

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[1] Dec. 1, 1984.

This agreement is done in duplicate, and signed at Caracas
on the 15 day of Agosto , 1984
and at Washington, DC on the 10th day of August , 1984

FOR THE POSTAL ADMINISTRATION OF VENEZUELA:

[1]

FOR THE UNITED STATES POSTAL SERVICE:

[2]

Assistant Postmaster General
International Postal Affairs

1 Carlos Falkenhagen.
2 W.E. Duka.

DETAILS OF IMPLEMENTATION

OF THE INTERNATIONAL EXPRESS MAIL/

CORREO ACELERADO INTERNACIONAL

AGREEMENT

BETWEEN

THE POSTAL ADMINISTRATION OF VENEZUELA

AND

THE UNITED STATES POSTAL SERVICE

The following Details of Implementation have been established under Article 23 of the International Express Mail (IEMS)/Correo Acelerado International (CAI) Agreement between the Postal Administration of Venezuela and the United States Postal Service.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

(a) the articles admissible for conveyance;

(b) the applicable rates and fees;

(c) the method of postage payment used;

(d) the per item traffic imbalance charge established under Article 16 of the Agreement;

(e) the applicability of internal air conveyance dues;

(f) the exchange office or offices used for the exchange of IEMS/CAI items;

(g) the conditions of acceptance, routing and delivery of the items; and

(h) the information indicated in Articles 3, 4 and 8 of the Agreement.

2. Any change in the information indicated in paragraph 1 shall be communicated immediately to the other administration.

3. Each administration shall transmit to the other administration at least one copy of all forms, labels and documents relative to the execution of the IEMS/CAI service.

Article 102 Packing Requirements

Provided that the contents do not come within the prohibitions established in Articles 8 and 10 of the Agreement, each item shall meet the following requirements.

1. Each administration shall satisfy the conditions of size and weight established by Article 10 of the Agreement.
2. Each item shall be packed in a manner befitting the nature, shape and weight of its contents as well as the mode and duration of conveyance.
3. Each item shall be packed and closed so as not to present any danger of injury to employees called upon to handle it, or to damage other items or postal equipment.
4. The packing shall also allow:
   a) easy and convenient verification of the contents by the Customs Service;
   b) sufficient space for the recording or affixing of instructions or necessary labels.
5. Reusable packing is admissible.

6. Each item shall bear special labels indicating:

- the name of the service, (emblen, logo, symbol or designation
- the name of the office of mailing
- the date of mailing
- the contract number (if applicable)
- the names and addresses of the sender and of the addressee, written in roman characters and arabic numbers
- the contents of the item, as applicable, (a C 1 customs label or customs declaration C2/CP3);

Article 103 Items Containing Articles Subject to Customs Inspection

1. Each item containing articles subject to customs inspection, shall be accompanied by a C 1 customs label or by a C2/CP3 customs declaration and by any documents that may be required by the customs authorities of the country of destination.

2. The contents of each item, as applicable, shall be shown in detail on the customs declaration.

3. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 General Makeup of Mails

1. IEMS/CAI items shall be sent enclosed in special blue and orange bags for easy identification, and each bag shall be recorded on a form C 13 or on a similar form.

2. Each bag shall bear a blue and orange label on which the exchange office of destination shall be clearly indicated.

3. Items subject to customs duty shall be marked with a special label that clearly indicates that they contain merchandise.

4. Each dispatch shall be accompanied by a special document, on a form acceptable to each administration, or on a C 12 letter bill. The label of the bag containing this document shall be marked with a large letter "F".

5. These documents shall be numbered separately from other mail. Each item shall be listed separately on the document, except as indicated in paragraph 7 below.

6. In the scheduled service, if no items are sent in a given mailing under a contract, the number of the contract and the fact that no items were sent shall be entered on this form.

7. The total number of on-demand items in a dispatch shall be entered collectively as agreed with the administration of destination.

8. This form shall clearly indicate that the dispatch contains IEMS/CAI items.

Article 105 Air Mail Delivery Bills

1. Each dispatch shall be accompanied by an air mail delivery bill, (form AV 7 of the UPU), or a Special AV 7.

2. The air mail delivery bill (AV 7) shall be visibly marked so as to indicate clearly that the dispatch contains IEMS/CAI items.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 106 Verification of Dispatches and their Contents

1. Upon receipt of an IEMS/CAI dispatch, the receiving office shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The office of destination shall promptly verify the contents of each sack on the basis of the accompanying form.

Article 107 Notification of Irregularities

1. Evidence of missing or misrouted scheduled dispatches as well as any evidence of substantial delay in the routing schedule, shall be reported to the sending or receiving administration as soon as possible.

2. The administration of origin shall be notified of any evidence of loss or damage of sacks or items by telex or telegram which shall be confirmed by means of a C 14 bulletin of verification or similar form.

Article 108 Redirection of Items or Bags Arriving Out of Course

The administration which redirects items or bags arriving out of course shall notify the administration of origin, by telex, telegram or telephone, of the details concerning the arrival and redirection of such items or bags.

Article 109 Return of Items to Origin

The administration which returns an item to its origin on the basis of Article 12 of the Agreement, shall indicate, either written by hand or by means of a stamped impression or label on the item and on the document which accompanies it, the reason for non delivery.

Article 110 Dispatches in Transit

1. Each administration shall carry out, as soon as possible, the transit of IEMS/CAI dispatches to or from any country with which it offers this service.

2. The administration of origin shall inform the transit administration in advance, of the conditions of arrival of the dispatches, the point where the transit shall take place and, if applicable, the routing established for its reforwarding.

Article 111 Accounting, Settlement of Accounts

1. Accounting and the settlement of accounts for air conveyance dues shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for traffic imbalances shall be as follows:

(a) The settlement shall take place annually. The annual period shall begin on the first day of the calendar year.

(b) Each administration shall prepare quarterly a statement of accounts of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of accounts of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement of accounts shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of accounts of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of accounts of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 112 Period of Retention of Documents

Documents of the IEMS/CAI service shall be kept for a period of three years.

Article 113 Amendments

These Details of Implementation may be amended or supplemented, by mutual consent, by means of an exchange of correspondence, to which the text of the amended articles shall be attached.

Article 114 Application of the Detailed Regulations of the UPU Convention

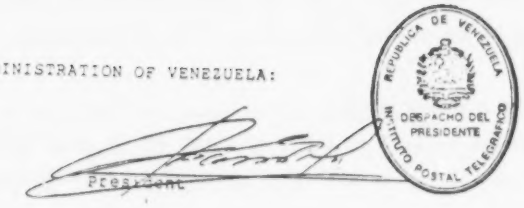
The Detailed Regulations of the UPU Convention are applicable, by analogy, in all cases not expressly governed by these Details of Implementation.

Article 115 Entry into Force and Duration

1. These Details of Implementation shall enter into force on the same date as the IEMS/CAI Agreement to which they refer.

2. These Details of Implementation and any amendment introduced according to Article 113, shall have the same duration as the IEMS/CAI Agreement to which they refer.

FOR THE POSTAL ADMINISTRATION OF VENEZUELA:



President

FOR THE UNITED STATES POSTAL SERVICE:

Assistant Postmaster General
International Postal Affairs